

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER
TAROPS01207

PAGE 1 OF 16

2. CONTRACT NO.
W56HZV-07-P-L570

3. AWARD/EFFECTIVE DATE
07-Feb-2007

4. ORDER NUMBER

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION
INFORMATION CALL:

8. NAME

9. TELEPHONE NUMBER (No Collect Calls)

10. OFFER DUE DATE/LOCAL TIME

11. ISSUED BY

CODE

W56HZV

U.S. ARMY TACOM
6501 E. 11 MILE ROAD
WARREN MI 48397-5000

12. THIS ACQUISITION IS

☒ UNRESTRICTED

☐ SET ASIDE: % FOR

☐ SMALL BUSINESS

☐ HUBZONE SMALL BUSINESS

☐ 8(A)

NAICS: 334519

SIZE STANDARD: 500

13. DELIVERY FOR FOB
DESTINATION UNLESS
BLOCK IS MARKED

☐ SEE SCHEDULE

14. DISCOUNT TERMS
Net 30 Days

15. THIS CONTRACT IS A RATED ORDER
UNDER DPAS (15 CFR 700)

16. RATING

17. METHOD OF SOLICITATION

☐ RFP

☐ IFB

☐ RFP

TEL:

FAX:

15. DELIVER TO
U.S. ARMY TACOM
CLAUDELL DAVIS
AMSRD-TAR-O/MS 210
CLAUDELL DAVIS
DAVISCL@TACOM.ARMY.MIL
WARREN MI 48397-5000

CODE

W56HZV

16. ADMINISTERED BY

U.S. ARMY TACOM
AMSTA-AQ-ASRB/MS 322
JOHN SARTI 586-574-7110
JOHN.SARTI@TACOM.ARMY.MIL
WARREN MI 48397-5000

CODE

W56HZV

17a. CONTRACTOR/OFFEROR

CODE

4N9F5

TEST EQUIPMENT SERVICES
BRETT TRIG
PO BOX 908
STILLWATER OK 74076-0908

18a. PAYMENT WILL BE MADE BY

CODE

HQ0304

DFAS COLUMBUS
DFAS-JAQBAC-00
ATTN: ST LOUIS
P.O. BOX 182307
COLUMBUS OH 43218-2307

FACILITY
CODE

4N9F5

TEL: 1-405-714-0178

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT
SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK
BELOW IS CHECKED ☒ SEE ADDENDUM

19. ITEM NO.

20. SCHEDULE OF SUPPLIES/ SERVICES

21. QUANTITY

22. UNIT

23. UNIT PRICE

24. AMOUNT

SEE SCHEDULE

25. ACCOUNTING AND APPROPRIATION DATA

See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

\$13,550.00

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED.

ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.

ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES
TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS
☒ SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS
SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

REF: QUOTE E101

29. AWARD OF CONTRACT: REFERENCE

☐ OFFER DATED . YOUR OFFER ON SOLICITATION
(BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE
SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

Brett Trigg

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

Fran Dolata

31c. DATE SIGNED

2-7-07

30b. NAME AND TITLE OF SIGNER

(TYPE OR PRINT)

BRETT TRIGG
MANAGER

30c. DATE SIGNED

2-8-07

31b. NAME OF CONTRACTING OFFICER

(TYPE OR PRINT)

TEL: Fran Dolata

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002)
Prescribed by GSA
FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 16	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY (Print)			
			42b. RECEIVED AT (Location)			
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS		

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		10,950	Dollars, U.S.	\$1.00	\$10,950.00

MULTIPASS FILTER TEST STAND
FFP

Provide service visits including labor, travel, and repair parts to perform the following maintenance service on the Multipass Filter Test Stand built by Fluid Technologies, Inc.: Inspect and clean computer CPU, keyboard, and monitor; Inspect and clean printer and reset parameters, if necessary; Inspect power supplies for proper voltage and implement appropriate actions to restore proper voltage; assess software functionality; assess functionality of the cleanup filter differential pressure indicators and check set points; evaluate the functionality of all instrumentation hardware on the test stand; check all indicator lights and replace any burned out lights; check relief valve settings for all fluid systems; inspect electrical compartment for any malfunctioned fuses, relays, or loose wires and repair, if necessary; operate the system at the highest pressure and correct and repair any leaks; inspect electric motors and grease bearings, if necessary; inspect motor/pump couplers and replace spiders, if necessary; inspect all system cleanup filters and replace, if necessary; remove, inspect, clean, and reinstall sample line strainers; and verify all operating modes after inspection and maintenance are complete.

Provide calibration service for resistance temperature detectors; system pressure transducers; sensor flow controllers; sample and dilution flow meters; the system flow meter; and validate the particle counters to ISO 11943, ISO 16889, and ISO 4548-12 standards.

DESCRIPTION COST
CALIBRATION AND MAINTENANCE AGREEMENT 10,950

PERIOD OF PERFORMANCE 07 FEB 2007 05 FEB 2008

Primary Performance Certifier:
EMMETT FOX
AMSRD-TAR-D/210
586-574-4226

Alternative Performance Certifier:
CLAUDELLE DAVIS
AMSRD-TAR-D/210
586-574-4131

SHIPPING INFORMATION:
US ARMY TACOM LCMC
AMSRD-TAR-D/MS 210
6501 E. Eleven Mile Rd.
Warren, MI 48397-5000
MARK FOR: Interest Contract No W56HZV-07-P-L570
EMMETT FOX,
AMSRD-TAR-D/MS 210
Deliveries are not allowed after 3:30p.m.

PLEASE DO NOT SEND INVOICES TO DFAS ST. LOUIS, please see "Prompt Payment (Invoices)" dated June 2000. The invoice shall contain the steps (a)-(h).

Invoices will be submitted electronically to:
CONTRACTINVOICE@tacom.army.mil

Contractor shall put tax ID number on invoices to expedite payment.

FOB: Destination
PURCHASE REQUEST NUMBER: TAROPS01207

ACRN AA
CIN: TAROPS012070001

NET AMT	\$10,950.00
	\$10,950.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		2,600	Dollars, U.S.	\$1.00	\$2,600.00 NTE

TRAVEL

FFP

Provide service visits including labor, travel, and repair parts to perform the following maintenance service on the Multipass Filter Test Stand built by Fluid Technologies, Inc.: Inspect and clean computer CPU, keyboard, and monitor; Inspect and clean printer and reset parameters, if necessary; Inspect power supplies for proper voltage and implement appropriate actions to restore proper voltage; assess software functionality; assess functionality of the cleanup filter differential pressure indicators and check set points; evaluate the functionality of all instrumentation hardware on the test stand; check all indicator lights and replace any burned out lights; check relief valve settings for all fluid systems; inspect electrical compartment for any malfunctioned fuses, relays, or loose wires and repair, if necessary; operate the system at the highest pressure and correct and repair any leaks; inspect electric motors and grease bearings, if necessary; inspect motor/pump couplers and replace spiders, if necessary; inspect all system cleanup filters and replace, if necessary; remove, inspect, clean, and reinstall sample line strainers; and verify all operating modes after inspection and maintenance are complete.

Provide calibration service for resistance temperature detectors; system pressure transducers; sensor flow controllers; sample and dilution flow meters; the system flow meter; and validate the particle counters to ISO 11943, ISO 16889, and ISO 4548-12 standards.

DESCRIPTION	COST
TRAVEL	\$2,600

PERIOD OF PERFORMANCE 07 FEB 2007 05 FEB 2008

Primary Performance Certifier:

EMMETT FOX

AMSRD-TAR-D/210

586-574-4226

Alternative Performance Certifier:

CLAUDELLE DAVIS

AMSRD-TAR-D/210

586-574-4131

SHIPPING INFORMATION:

US ARMY TACOM LCMC

AMSRD-TAR-D/MS 210

6501 E. Eleven Mile Rd.

Warren, MI 48397-5000

MARK FOR: Interest Contract No W56HZV-07-P-L570

EMMETT FOX,

AMSRD-TAR-D/MS 210

Deliveries are not allowed after 3:30p.m.

PLEASE DO NOT SEND INVOICES TO DFAS ST. LOUIS, please see "Prompt Payment (Invoices)" dated June 2000. The invoice shall contain the steps (a)-(h).

Invoices will be submitted electronically to:
 CONTRACTINVOICE@tacom.army.mil

Contractor shall put tax ID number on invoices to expedite payment.

FOB: Destination
 PURCHASE REQUEST NUMBER: TAROPS01207

ACRN AA
 CIN: TAROPS012070002

NET AMT \$2,600.00

\$2,600.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 07-FEB-2007 TO 05-FEB-2008	N/A	U.S. ARMY TACOM CLAUDELLE DAVIS AMSRD-TAR-D/MS 210 CLAUDELLE DAVIS DAVISCL@TACOM.ARMY.MIL WARREN MI 48397-5000 1-586-574-4131 FOB: Destination	W56HZV
0002	POP 07-FEB-2007 TO 05-FEB-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56HZV

ACCOUNTING AND APPROPRIATION DATA

AA: 2172040000076N6N7E622601H910025717RZ092000000D43016OPS01207S20113

AMOUNT: \$13,550.00

CIN TAROPS012070001: \$10,950.00

CIN TAROPS012070002: \$2,600.00

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2005
52.229-1	State and Local Taxes	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (4) [Removed].

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

- ☐ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (OCT 1995) of 52.219-7.
- ☐ (iii) Alternate II (MAR 2004) of 52.219-7.
- ☐ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- ☐ (8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (OCT 2001) of 52.219-9
- ☐ (iii) Alternate II (OCT 2001) of 52.219-9.
- ☐ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ☐ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ☐ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- ☒ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ☒ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).
- ☒ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ☒ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- ☐ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- ☒ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ☒ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- ☐ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- ☐ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ☐ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).
- ☐ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

___ (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.232-4000

CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to approve additions or changes in any of the requirements under any contract, resulting from this solicitation, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event that the contractor effects any change at the direction of any person other than the Contracting Officer, such change shall be solely at the risk of the contractor. (See General Provision, entitled: "Notification of Changes," FAR 52.243-7 or paragraph (c) of FAR 52.212-4).

52.232-4004

PROMPT PAYMENT (INVOICES)

(JUNE 2000)

1. In accordance with the Prompt Payment Clause (FAR 52.232.25), this guidance is provided for the submission of invoices.

2. An invoice is the Contractor's bill or written request for payment under the order for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing office specified in the order.

3. Submit your invoice, preferably by email or through other electronic means, to EITHER:

 X CONTRACTINVOICE@tacom.army.mil OR

 the administrator at the address on the face page of this contract

(If none of these is checked, send it to the first address:

CONTRACTINVOICE@tacom.army.mil)

4. A proper invoice must include the following items:

- (a) Name and address of the Contractor
- (b) Invoice date
- (c) Order number or other authorization for supplies delivered or services performed (including order number and **contract line item number** CLIN)
- (d) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (e) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipment on Government bills of lading
- (f) Name and address of Contractor to whom payment is to be sent (must be as specified in the order or in proper notice of assignment)
- (g) **Tax payer ID number.**
- (h) Any other information or documentation required by other requirements of the order (such as evidence of shipment)

NOTE: ALL INVOICES FAILING TO PROVIDE THE REQUIRED INFORMATION WILL BE RETURNED UNPAID.

5. Interest penalties to be paid by the Government if payment is not made within the applicable time limits specified by the Prompt Payment Act, are subject to the following conditions:

- (a) A proper invoice was received by the designated billing office
- (b) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with any term or condition.
- (c) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(end of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of clause)

Marking of Shipment

All packages must be marked with the contents and TACOM Contract/Order Number. Failure to properly mark all shipments may result in delayed payment and possible rejection of invoices and/or shipments.

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 2006)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

___ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ___ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(2) ___ 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

(3) ___ 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

(4) X 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

(5) ___ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

(6) ___ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

(7) ___ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(8) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(9) ___ 252.225-7021, Trade Agreements (NOV 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(10) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(11) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(12)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (OCT 2006) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (OCT 2006) of 252.225-7036.

(13) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(14) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

(15) ___ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(16) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(17) X 252.232-7003, Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).

(18) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(19) ___ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(20)(i) ___ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ___ Alternate I (MAR 2000) of 252.247-7023.

(iii) ___ Alternate II (MAR 2000) of 252.247-7023.

(iv) ___ Alternate III (MAY 2002) of 252.247-7023.

(21) ___ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

SCOPE OF WORK

1.0 INTRODUCTION

This proposal provides details of maintenance and calibration to be performed on a multipass filtration test stand. The work is to be performed by Test Equipment Services, LLC at the customer's facility.

2.0 MAINTENANCE SERVICE

1. Inspect and clean computer, keyboard, monitor and check connections.
2. Check all indicator lights and replace if necessary.
3. Inspect power supplies and check for proper voltage.
4. Check clean-up filter differential pressure switches.
5. Assess software functionality.
6. Assess functionality of all instrumentation hardware.
7. Check relief valve settings on all fluid systems.
8. Inspect electrical compartment for burned fuses, relays, or loose wires and repair if necessary.
9. Inspect pump couplers and replace if necessary.
10. Inspect motors and grease bearing if needed.
11. Inspect system clean-up filters and replace if necessary (see note 1).
12. Operate systems at the highest pressure and fix any leaks.

13. Remove, inspect, and clean particle counter sample line screens.
14. Check the injection delivery pump and replace components if needed.
15. Verify all operating modes of the test stand after maintenance is complete.

3.0 CALIBRATION SERVICE

1. Calibration of temperature probes for all systems.
2. Calibrate the up and downstream sample flowmeters.
3. Calibrate the up and downstream sensor flowmeters.
4. Calibrate the dilution flowmeters.
5. Calibrate the test system flowmeters.
6. Calibrate the differential pressure transducer.
7. Check the system pressure gauges and replace if necessary.
8. Calibrate and validate the particle counters according to ISO 16889 and ISO 11943 (see note 3).
9. Conduct system validation per ISO 16889 for the test system and injection system.
10. Verify all operating modes of the machine after calibration is complete.

NOTES:

1. Clean-up filters will be replaced only if all filters needed are on site.
2. The customer must provide all replacement parts needed. If Test Equipment Services supplies parts they will be invoiced at cost plus 15% & shipping.
3. If the particle counters are malfunctioning and can not be calibrated they will be sent for repairs. All cost associated with this are the customer's responsibility.